

Assignment Agreement

Title IV of the Intergovernmental Personnel Act of 1970 (5 U.S.C. 3371-3376)

INSTRUCTIONS

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

Within 30 days of the effective date of the assignment, two copies of this form must be sent to:

U.S. Office of Personnel Management
Personnel Mobility Program
Staffing Operations Division/CEG
1900 E street, NW
Washington, D.C. 20415

The term "State or local government," when appearing in this form, also refers to an institution of higher education, and Indian tribal government, and any other eligible organization.

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addresses to either mobility program coordinators in each Federal agency or to the staff of the Personnel Mobility Program is the U.S. Office of Personnel Management.

Copies of the completed and signed agreement should be retained by each signatory.

PART 1 - NATURE OF THE ASSIGNMENT AGREEMENT

1. Check Appropriate Box



New Agreement



Modification



Extension

PART 2 - INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (Last, First, Middle)

Watkins, Timothy, Hargett

3. Social Security Number

(b) (6)

4. Home Address (Street, City, State, Zip Code)

(b) (6)

5.- A. Have you ever been on a mobility assignment?

☐ YES☒ NO

5.- B. If "YES", date of each assignment (Month and Year)

From

To

PART 3 - PARTIES TO THE AGREEMENT

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement)

United States Environmental Protection Agency

7. State or Local Government (Identify the governmental agency)

North Carolina Department of Environmental Quality

8. Is assignment being made through a faculty fellows program?

☐ YES☒ NO

If "YES", give name of the program.

PART 4 - POSITION DATA

A - Position Currently Held

9. Employment Office Name and Address (Street, City, State and ZIP Code)

US EPA
Office of Research and Development
109 TW Alexander Drive
RTP NC 27711

10. Employee's Position Title

Center Director (CEMM)

11. Office Telephone Number
(Include the Area Code)

919-541-5114

12. Immediate Supervisor (Name and Title)

Maureen R. Gwinn
Principal Deputy Assistant Administrator, ORD

B - Type of Current Appointment

13. Federal Employees (Check appropriate box.)



Career Competitive



Other (Specify):

Grade Level

Senior Executive Service (SES)

State or Local Annual Salary

N/A

Original Date Employed by the
State or Local Government (Month,
Day, Year)
N/A

C - Position To Which Assignment Will Be Made

15. Employment Office Name and Address (Street, City, State and ZIP Code)

North Carolina Department of Environmental Quality
217 W Jones St
Raleigh, NC 27603

16. Assignee's Position Title

Chief Deputy Secretary

17. Office Telephone Number
(Include the Area Code)
919-707-8643

18. Immediate supervisor (Name and Title)

Elizabeth Biser
Secretary of the Environment (NCDEQ)

PART 5 - TYPE OF ASSIGNMENT

19. Check Appropriate Boxes

- ☒ On detail from a Federal agency
☐ On leave c from a Federal agency
☐ On detail to a Federal agency
☐ On appointment in a Federal agency

- ☒ Full Time
☐ Part Time
☐ Intermittent

20. Period of Assignment (Month, Day, Year)

From

To

06/05/2022

06/04/2024

PART 6 - REASON FOR MOBILITY ASSIGNMENT

21. Indicate the reasons for the mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

Effective implementation of the EPA's mission to protect public health and the environment requires coordination with state environmental agencies and this assignment will result in a deeper understanding of ways to strengthen this coordination. In addition, this assignment takes advantage of the common goals, objectives and principles shared by the USEPA and NCDEQ as reflected in each organization's strategic plan. For example, both strategic plans include goals to address complex challenges related to environmental justice and climate change, while also emphasizing science-based decision making. In addition, EPA's Strategic Plan includes the cross-Agency strategy to "Strengthen Tribal, State, and Local Partnerships and Enhance Engagement." This assignment will create the opportunity for direct senior leadership in the implementation of a variety of NCDEQ programs and initiatives requiring scientific and technical environmental expertise as well as experience in business operations of large environmental organizations. Examples include NCDEQ efforts to modernize permitting processes, to address PFAS in the environment, and to ensure that resources are utilized effectively and directed to communities most in need. Upon completion of this assignment, the employee will have a deeper understanding of the challenges faced by EPA State partners which will can be considered to enhance EPA programs.

PART 7 - POSITION DESCRIPTION

22. List the major duties and responsibilities to be performed while on the mobility assignment.

This position serves as Chief Deputy Secretary of the N. C. Department of Environmental Quality (NCDEQ). Duties involve working with the Secretary to provide leadership in setting and implementing agency goals and objectives; resolving internal resource allocation and program integration issues; representing the agency with other government and legislative officials; interfacing with the Governor's office; and performing related tasks. This position is responsible for analyzing current energy, environment, financial, and administrative programs, and developing systemic processes to translate future statewide energy and environment visions into broadly defined goals and objectives. This position ensures programmatic strategies are effectively implemented across all segments of the Department. It ensures environmental, natural resource, energy, finance, human resource, and administration public and internal policies are implemented with consistency throughout the organization -- and are done so with adherence to and in ways which will enhance accountability to federal, state laws, statutes, regulations, and agency policies. This position is also responsible for developing and implementing resource planning and budgeting protocols throughout the agency to standardize administrative and operational processes. The position will increase operational efficiencies and avoid duplicity among programs.

PART 8 - EMPLOYEE BENEFITS

23. Rate of Basic Pay During Assignment

SES salary of \$203,700 annually.

24. Special Pay Conditions (Indicate any conditions that could increase the assigned employee's compensation during the assignment period)

EPA annual executive level pay adjustments.

25. Leave Provisions (Indicate the annual and sick leave benefits for which employee is eligible. Specify the procedures for reporting, requesting and recording such leave.)

The employee will continue to accrue both annual and sick leave at 8 and 4 hours per pay period, respectively. The employee will continue to have a limit of 720 hours of annual leave to carry over from year to year. There is no limit on carrying over unused sick leave from year to year.

The employee will be governed by the provisions of the EPA annual and sick leave policy. Employee will request leave from his immediate supervisor at NCDEQ. Approved leave will be forwarded to EPA. Leave will be reported as leave is taken or on a bi-weekly basis to the appropriate PeoplePlus timekeeper/coordinator.

PART 9 - FISCAL OBLIGATIONS

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

26. Federal Agency Obligations (If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)

See the enclosed Addendum for further detail concerning this interchange agreement.

The employee's salary, and benefits total \$264,810. EPA will pay 49% of this amount or \$129,757.

The employee will have no federal duties while he is on assignment, and EPA will name someone to serve in the employee's position in an acting role.

The assignee will remain an EPA employee while on the IPA; therefore, there will be no changes to leave accruals, no impact on employees' ability to receive awards (special act or performance based) and recognition, base salary, health insurance, retirement plan, or any other associated benefits that are tied to the assignee's permanent, position of record. Costs for this assignment will be accumulated and billed on a quarterly basis from EPA salary and expense appropriation to the current year of the S&T appropriation as "in-kind" services based on the actual hours worked by Mr. Watkins as shown on a bi-weekly payroll basis.

27. State or Local Government agency Obligations

See the enclosed Addendum for further details concerning this interchange agreement.

The North Carolina Department of Environmental Quality will pay 51% of the employee's salary and benefits to the EPA totaling \$135,053. The EPA will invoice NCDEQ for this amount on a quarterly basis.

No salary or benefits will be provided by NCDEQ to the employee.

NCDEQ will not be required to compensate EPA for any benefits, such as future retirement benefits, that may increase in value (or which may pass an eligibility threshold) as a result of the employee's service on the assignment at NCDEQ.

JUSTINA
FUGH

Digitally signed by
JUSTINA FUGH
Date: 2022.05.21
11:48:54 -04'00'

PART 10 - CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT

- ☒ 28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.
- ☒ 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

PART 11 - OPTIONS

30. Indicate coverage "N/A", if not applicable.

A. Federal Employees Group Life Insurance

☐ Covered ☒ N/A

B. Federal Civil Service Retirement system or federal Employees Retirement System

☒ Covered ☐ N/A

C. Federal employee Health Benefits

☒ Covered ☐ N/A

31. State or Local Agency Benefits (Indicate all State employee benefits that will be related by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by Federal employee on leave without pay from the Federal agency to a State or local agency.)

Employee will not receive any State benefits, or participate in the state pension or any supplemental retirement plans within the North Carolina State Retirement System.

32. Other Benefits (Indicate any other employee benefits to be made part of this agreement)

This employee will not accrue annual and sick leave, or any other kind of leave, with the North Carolina Department of Environmental Quality.

The employee (or beneficiary) is entitled to compensation for injury (or death) and consideration for any and all benefits normally accrued to federal career SES employees, unless prohibited.

PART 12 - TRAVEL AND TRANSPORTATION

33. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 3344 of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

There are no relocation expenses associated with this assignment.

All travel and training directed by NCDEQ will be paid by NCDEQ. All travel and IPA related training directed by EPA will be paid by EPA. Any offer of payment of travel expenses by a third party will be coordinated in advance with EPA Ethics. The employee will continue to have access and privileges to a U.S. government credit card to facilitate reimbursement for EPA-directed travel/training.

PART 13 - APPLICABILITY OF RULES, REGULATIONS AND POLICIES**34. Check Appropriate Boxes.**

- ☒ A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.
- ☒ B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.
- ☒ C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- ☒ D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
- ☒ E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary) of my assignment. (For Federal Employees only).

PART 14 - CERTIFICATION OF ASSIGNED EMPLOYEE

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment (Name of Organization)

NC Department of Environmental Quality

36. Date (Month, Day, Year)

From 06/05/2022 To 06/04/2024

37. Signature of Assigned Employee

TIMOTHY WATKINS

Digitally signed by TIMOTHY WATKINS
Date: 2022.05.23 08:55:05 -04'00'

38. Date of Signature (Month, Day, Year)

PART 15 - CERTIFICATION OF APPROVING OFFICIALS

In signing this agreement, we certify that;

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered in to to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status pay.

State or Local Government Agency

39. Signature of Authorizing Officer

Elizabeth Biser

Federal Agency

40. Signature of Authorizing Officer

Maureen Gwinn

Digitally signed by Maureen Gwinn
Date: 2022.05.24 20:26:25 -04'00'

41. Date of Signature (Month, Day, Year)

05/17/2022

42. Date of Signature (Month, Day, Year)

43. Typed Name and Title

Elizabeth Biser, Secretary

44. Typed Name and Title

Maureen R., Gwinn, PhD
Principal Deputy Assistant Administrator, ORD

PRIVACY ACT STATEMENT

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personal and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted by use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.

Lewis, Marisa

Digitally signed by Lewis, Marisa
Date: 2022.05.26 15:55:32 -04'00'

U.S. EPA Intergovernmental Personnel Act (IPA) Coordinator

Addendum to Assignment Agreement (US Office of Personnel Management Form OF 69)

Employee: Timothy H. Watkins

This Addendum is incorporated in the Assignment Agreement between the U.S. Environmental Protection Agency ("EPA"), the N.C. Department of Environmental Quality ("NCDEQ"), and Timothy H. Watkins (the "employee"). The Assignment Agreement is a completed Form OF 69 issued by the U.S. Office of Personnel Management. The Assignment Agreement and this Addendum, together, form the written agreement stating the responsibilities of all parties involved that is required by 25 N.C. Admin. Code 01M .0104(a) and the Interchange of Governmental Employees Policy issued by the North Carolina State Human Resources Commission.

The paragraphs of this Addendum are organized according to the numbered item in the Assignment Agreement that they supplement.

Item 1 – NATURE OF THE ASSIGNMENT AGREEMENT

The assignment will be governed by the provisions of Title IV of the Intergovernmental Personnel Act of 1970 (5 U.S.C. §§ 3371 to 3376) and the North Carolina Interchange of Governmental Personnel Act (N.C. Gen. Stat. §§ 132-22 to 132-24), along with the regulations issued under those laws.

Item 19 – TYPE OF ASSIGNMENT

The employee will be an "assigned employee," as defined in N.C. Gen. Stat. § 126-52, detailed by the U.S. Environmental Protection Agency ("EPA") to the N.C. Department of Environmental Quality ("NCDEQ"). Consistent with N.C. Gen. Stat. § 126-56(a) and 5 U.S.C. § 3373(a), the employee will remain an employee of EPA and continue to receive employee benefits from EPA. He will be subject to federal laws and regulations, including but not limited to ethics and the Hatch Act, 5 U.S.C. § 7323.

The employee will also be an employee of NCDEQ over the time period of the assignment, but the employee will receive no salary from NCDEQ and will receive no employee benefits from NCDEQ. Instead, NCDEQ will pay EPA 51% of the employee's salary and benefits as listed in items 26 and 27 of the Assignment Agreement. The employee will accrue no service time in the North Carolina Retirement Systems, and the employee will have no just cause rights under N.C. Gen. Stat. § 126-34.02 or any other kind of due process rights to continued state employment. The employee will be identified for state purposes as having a time-limited appointment and will not gain career State employee status.

Though assigned to this detail consistent with official EPA duties, the employee will have no other federal duties while he is on assignment. EPA will name someone to serve in the employee's position in an acting role.

Item 20 – PERIOD OF ASSIGNMENT

The assignment is for a two-year period beginning on the date that the employee begins work at NCDEQ. Section 126-53(b) of the North Carolina General Statutes prohibits the assignment from lasting longer than two years. Therefore, unless state law is modified, this assignment will not be renewed, although state law does not prohibit the employee from having another assignment at some time in the future if it is mutually acceptable to EPA, NCDEQ, and the employee.

EPA and NCDEQ agree that either NCDEQ or EPA may, in their sole discretion, terminate the assignment for any reason prior to the end of the two-year period. When the assignment terminates, employment with the State of North Carolina will automatically terminate.

Items 28 – CONFLICTS OF INTEREST

The employee has been notified about, acknowledges, and agrees to abide by the North Carolina ethics laws, regulations, and policies listed on Attachment A. The employee voluntarily agrees to execute any supplemental agreements to this Addendum which may be requested by NCDEQ, the Office of State Human Resources, or other State agency, or which are otherwise required of state employees, and that such agreements must be executed as a condition of assignment with NCDEQ. Because he is a federal employee, he is required to file a public financial disclosure report with EPA Ethics and take one hour of federal ethics training annually.

EPA, NCDEQ, and the employee agree that: (a) NCDEQ shall exclusively supervise the employee's work for NCDEQ; (b) EPA shall not supervise, direct, or otherwise control the employee's work at NCDEQ; and (c) EPA shall prevent any access that would otherwise occur, as a result of the employee's assignment, to NCDEQ confidential information (as confidential information may be defined by NCDEQ consistent with state and federal law).

To ensure that the detail of this employee does not raise concerns under 18 U.S.C. §§ 203 and 205, EPA authorizes this employee, as part of the proper discharge of his official duties under the IPA, to act as NCDEQ's agent and to represent it before any federal department, agency, court, officer, or commission, but not with respect to any litigation, including any administrative or judicial enforcement actions.

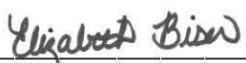
Items 29 – EMPLOYEE CONDUCT

Along with any applicable federal policies, the employee will follow all State of North Carolina and NCDEQ employee policies while on this assignment. State employee policies can be viewed at <https://oshr.nc.gov/policies-all>. NCDEQ employee policies will be made available to the employee as part of the employee's onboarding.

Item 33 – TRAVEL AND TRANSPORTATION


The employee's duty station for the assignment will be at the offices of NCDEQ in Raleigh, North Carolina. Travel will not be compensable between the employee's central office and the employee's home or between state duties and any federal duty station for the employee.

Signature of Assigned Employee TIMOTHY
WATKINS Digitally signed by
TIMOTHY WATKINS
Date: 2022.05.23
08:55:49 -04'00' _____ Date _____

 _____, Secretary _____ 05/17/2022 _____
Signature of Authorizing Officer _____ Date _____
NC Department of Environmental Quality

Maureen
Gwinn Digitally signed by
Maureen Gwinn
Date: 2022.05.24
20:26:44 -04'00' _____ Date _____
Signature of Authorizing Officer _____
US Environmental Protection Agency

Approval by State Human Resources Director's designee under 25 N.C. Admin. Code 01M .0104:

 _____ 5-19-2022 _____
Signature of Authorizing Officer _____ Date _____
On behalf of State Human Resources Director

Attachment A – North Carolina ethics laws, regulations, and policies

The following text summarizes key North Carolina ethics laws, regulations, and policies. See the full text of each law, regulation, or policy for the full details, including precise terms and applicable exceptions. Nothing on this page overrides any contrary or more detailed text in the law, regulation, or policy, nor the employee's continuing obligations under federal law and regulation.

- a. The North Carolina State Ethics Act, N.C. Gen. Stat. Chapter 138A. The employee will abide by the State Ethics Act in the way required for “public servants,” as that term is defined in the State Ethics Act. The Ethics Act includes, without limitation, the following key ethics restrictions:
 - Public servants must ensure an absence of conflicts of interest.
 - Public servants must not use their public positions for private gain.
 - Gifts from lobbyists and lobbyist principals are heavily restricted.
 - Public servants may not keep honoraria or speaking fees.
 - Public servants are restricted in their ability to mention their state government positions in public service announcements.
 - Public servants must be recused from any matter that could result in a reasonably foreseeable financial benefit, unless that benefit is no greater than what could be reasonably foreseen to all members of the profession, occupation, or general class.
 - Public servants must disclose any familial, personal, or financial relationship with a participant in a quasi-judicial or quasi-legislative proceeding.
 - Public servants must file a Statement of Economic Interest. The employee has already submitted this statement.
 - Public servants must complete ethics training. The employee will complete this ethics training in the time frame required under the Ethics Act.
- b. N.C. Gen. Stat. §§ 120C-303 and 120C-401 to 120C-405. These statutes restrict gifts from lobbyists and lobbyist principals. The employee will follow these statutes in the way required for “designated individuals,” as that term is used in those statutes.
- c. N.C. Gen. Stat. § 133-32. This statute prohibits gifts or favors from contractors, subcontractors, or suppliers to government employees who award or administer public contracts. The statute also applies to government employees who are charged with the duty of preparing plans, specifications, or estimates for public contracts.
- d. 2009 Executive Order 24. This Executive Order applies N.C. Gen. Stat. § 133-32 to all employees in Cabinet agencies. This Executive Order also requires language in RFPs and contracts that tells contractors that gifts or favors are prohibited.
- e. N.C. Gen. Stat. § 14-234, which prohibits employees involved in making or administering a contract from deriving any benefit, through that contract, to themselves, to their spouses, or to entities for which they hold a 10% or greater ownership interest.

- f. N.C. Gen. Stat. § 14-234.1, which prohibits front-running or tipping to buy an interest in property, a transaction, or an enterprise based on nonpublic governmental information.
- g. N.C. Gen. Stat. §§ 126-13 to 126-14.1. These statutes define the appropriate political activity of State employees and prohibit threats or promises made to obtain political contributions or support.
- h. The State Human Resources Commission's Selection of Applicants Policy, which prohibits nepotism.
- i. The State of North Carolina procurement policies and regulations. The State Procurement Manual summarizes these policies and regulations.

These laws, regulations, and policies are available at the following websites:

N.C. Gen. Stat. Chapter 138A:

https://www.ncleg.gov/EnactedLegislation/Statutes/HTML/ByChapter/Chapter_138A.html

N.C. Gen. Stat. § 133-32:

https://www.ncleg.gov/EnactedLegislation/Statutes/HTML/BySection/Chapter_133/GS_133-32.html

2009 Executive Order 24:

<https://ethics.nc.gov/media/242/download?attachment>

N.C. Gen. Stat. § 14-234:

https://www.ncleg.gov/EnactedLegislation/Statutes/HTML/BySection/Chapter_14/GS_14-234.html

N.C. Gen. Stat. § 14-234.1:

https://www.ncleg.gov/EnactedLegislation/Statutes/HTML/BySection/Chapter_14/GS_14-234.1.html

N.C. Gen. Stat. §§ 126-13 to 126-14.1:

https://www.ncleg.gov/EnactedLegislation/Statutes/HTML/ByArticle/Chapter_126/Article_5.html

Selection of Applicants Policy:

<https://oshr.nc.gov/media/3205/open>

State of North Carolina Procurement Manual:

<https://ncadmin.nc.gov/media/13893/download?attachment>

TIMOTHY H. WATKINS
ADDENDUM TO IPA AGREEMENT

In order to ensure that the detail of this employee does not raise any ethics concerns under 18 U.S.C. §§ 203 and 205, EPA authorizes this employee, as part of the proper discharge of his official duties under this Agreement, to act as the host organization's agent and to represent the host organization before any federal department, agency, court, officer, or commission with one exception: when the host organization and the federal government are involved as adversaries in any litigation, including any administrative or judicial enforcement actions, EPA does not authorize this employee to act as the host organization's agent or attorney and does not authorize this employee to represent the host organization before any of the federal entities listed above. Unauthorized representation includes the filing of declarations in court proceedings and participating in status conferences with a court, engaging in negotiations with the federal government in litigation, and participating on conference calls between the parties.

☒ I have read the preceding paragraph and understand the implications.

ADDITIONAL ACKNOWLEDGMENTS BY THE EPA EMPLOYEE:

- All rules and policies governing the internal operation and management of the agency to which assignment is made under this agreement will be observed by me.
- I understand that I remain a federal employee subject to the federal ethics laws and regulations. I further understand that I cannot seek employment with the gaining organization because doing so will be a financial conflict of interest pursuant to 18 U.S.C. § 208.
- I have been informed that any travel and transportation expenses covered by my Federal agency appropriations may be recoverable as a debt due the United States if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- Before accepting any travel-related expenses from the IPA host organization, including but not limited to airfare, hotel expenses, and per diem, I understand I must obtain EPA approval pursuant to 31 U.S.C. 1353 by submitting an ethics travel form to my appropriate ethics official, unless otherwise stipulated in the IPA agreement or as directed in writing in advance by my ethics official.
- Any research or writing that I do under this IPA is done in my official EPA capacity. I will consult with EPA's Office of General Counsel in advance of any publication of work associated with this IPA to ensure that I comply with intellectual property and ethics guidelines, including use of any necessary disclaimers.
- Because my salary and benefits will be paid in part or in full with federal funds, I agree not to engage in any indirect lobbying of a member of Congress, a jurisdiction, or an official of any government in support of, or in opposition to any legislation, law, ratification, policy, or appropriation. I understand that, under certain circumstances, assisting a non-federal entity or a member of the public in their lobbying efforts (including but not limited to preparing communication materials, analyzing or drafting proposed legislation) may constitute indirect lobbying and to consult with EPA's Office of General Counsel if I have questions. I understand that if I engage in indirect lobbying that violates the Anti-Lobbying Act or appropriation act restrictions on indirect lobbying, I may be subject to civil and/or criminal penalties under the Anti-Lobbying Act and the Anti-Deficiency Act.

- I have been informed of applicable provisions should my permanent employer become subject to a reduction in force procedure.
- I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary and benefits) of my assignment.
- I have been informed that my assignment may be terminated at any time at the option of the Federal Government or the State government.

☒ I have read the preceding bullets and understand their implications.

By signing below, I acknowledge that I have read and understand the foregoing.

TIMOTHY
WATKINS

Digitally signed by
TIMOTHY WATKINS
Date: 2022.05.20
15:03:19 -04'00'

Signature

May 20, 2022

Date

JUSTINA
FUGH

Digitally signed by
JUSTINA FUGH
Date: 2022.05.20
15:47:40 -04'00'

Signature of Ethics Official

May 20, 2022

Date